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**THE UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

JAMES GUTHRIE, TONY DAVIDSON,	)	No. C07-2542-JL
RONALD ZERANGUE, SAMUEL	)	
RESTER, JOHN GRAY, ELMER	)	
PAROLINI, WAYNE DFAULT, JESSE	)	COMPLAINT FOR ASBESTOS
BEVERLY, JR.,	)	PERSONAL INJURY/ PRODUCTS
	)	LIABILITY;
Plaintiffs,	)	
	)	DEMAND FOR JURY TRIAL
vs.	)	
	)	
GENERAL ELECTRIC COMPANY,	)	
TODD SHIPYARDS CORPORATION,	)	
LOCKHEED MARTIN CORPORATION,	)	
RAYTHEON AIRCRAFT COMPANY,	)	
MCDONNELL DOUGLAS	)	
CORPORATION, and DOES 1-300,	)	
	)	
Defendants.	)	

**I.**

**PARTIES**

1. Plaintiffs in this action are individuals who have sustained asbestos-related lung injuries as a result of their inhalation of asbestos fibers through their occupational exposure to asbestos.

2. Each of these individuals sustained an asbestos-related lung disease by precisely the same mechanism: the inhalation of asbestos fibers released during the handling of asbestos-

1 containing products at their jobsites. The pathogenesis of each plaintiffs' asbestos-related  
2 diseases is explained on **Exhibit A**, attached to plaintiff's complaint and incorporated by  
3 reference herein.

4         3. All of plaintiffs' claims arise out of a similar series of occurrences: repeated  
5 exposure to asbestos-containing products manufactured, distributed, and/or sold by defendants  
6 and supplied to, installed and/or maintained by defendants at plaintiffs' worksites, over a period  
7 of years, caused from release of toxic asbestos fibers and subsequent inhalation by the plaintiffs,  
8 resulting in cumulative, progressive, incurable lung diseases.

9         4. Each plaintiff claims damages for an asbestos-related disease arising from an  
10 identical series of occurrences not dependent on each individual plaintiff's worksite but on the  
11 fact that asbestos-containing products, when handled in the manner in which they were intended,  
12 released harmful asbestos fibers which when inhaled by plaintiffs, caused serious lung disease.  
13 The allegations of plaintiffs regarding the nature of their asbestos-related diseases, the nature of  
14 asbestos; the propensity of asbestos to cause disease, the criteria for diagnosis of disease, are all  
15 identical. As used herein, plaintiffs shall mean the above-captioned asbestos-injured plaintiffs.

16         5. The true names and capacities, whether individual, corporate, associate,  
17 governmental or otherwise, of defendants DOES 1 through 300, are unknown to plaintiffs at this  
18 time, who therefore sues said defendants by such fictitious names. When the true names and  
19 capacities of said defendants have been ascertained, plaintiffs will amend this complaint  
20 accordingly. Plaintiffs are informed and believe, and thereon allege, that each defendant  
21 designated herein as a DOE is responsible, negligently or in some other actionable manner, for  
22 the events and happenings hereinafter referred to, and caused injuries and damages thereby to the  
23 plaintiffs, as hereinafter alleged.

24         6. Plaintiffs are informed and believe, and thereon allege that at all times herein  
25 mentioned, defendants and DOES 1 through 300, inclusive, were and are corporations,  
26 partnerships, unincorporated associations, sole proprietorships and/or other business entities  
27 organized and existing under and by virtue of the laws of the State of California, or the laws of  
28 some other state or foreign jurisdiction, and that said defendants, and each of them, were and are

1 authorized to do and are doing business in the State of California, and that said defendants have  
2 regularly conducted business in the County of San Francisco, State of California.

3 **II.**

4 **JURISDICTION, VENUE AND INTRADISTRICT ASSIGNMENT**

5 7. Jurisdiction: Plaintiffs TONY DAVIDSON, RONALD ZERANGUE, JOHN  
6 GRAY, WAYNE DUFAULT, and JESSE BEVERLY, JR. are citizens of California. Plaintiff  
7 JAMES GUTHRIE is a citizen of Kentucky. SAMUEL RESTER is a citizen of Arkansas.  
8 ELMER PAROLINI is a citizen of Nevada. Defendant GENERAL ELECTRIC COMPANY is  
9 a corporation incorporated under the laws of the State of New York and having its principal  
10 places of business in the State of Connecticut. Defendant TODD SHIPYARDS  
11 CORPORATION, is a corporation incorporated under the laws of the State of Delaware, and  
12 having its principal places of business in the State of Washington. Defendant LOCKHEED  
13 MARTIN CORPORATION is a corporation incorporated under the laws of, and having its  
14 principal places of business in the State of Maryland. Defendant RAYTHEON AIRCRAFT  
15 COMPANY is a corporation incorporated under the laws of, and having its principal places of  
16 business in the State of Kansas. Defendant MCDONNELL DOUGLAS CORPORATION is a  
17 corporation incorporated under the laws of, and having its principal places of business in the  
18 State of Maryland.

19 This Court has original jurisdiction under 25 USC § 1332, in that it is a civil action  
20 between citizens of different states in which the matter in controversy exceeds, exclusive of costs  
21 and interest, seventy-five thousand dollars.

22 8. Venue / Intradistrict Assignment. Venue is proper in the Northern District of  
23 California and assignment to the San Francisco Division of said district is proper as a substantial  
24 part of the events or omissions which give rise to the claims asserted by plaintiffs herein  
25 occurred within the County of San Francisco, California, and all of the defendants are subject to  
26 personal jurisdiction in this district at the time the action is commenced.

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1 **III.**

2 **CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**

4 (Negligence)

5 PLAINTIFF JAMES GUTHRIE COMPLAINS OF DEFENDANTS GENERAL ELECTRIC  
6 COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM;  
7 PLAINTIFF TONY DAVIDSON COMPLAINS OF DEFENDANTS GENERAL ELECTRIC  
8 COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM;  
9 PLAINTIFF RONALD ZERANGUE COMPLAINS OF DEFENDANTS GENERAL  
10 ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF  
11 THEM; PLAINTIFF SAMUEL RESTER COMPLAINS OF DEFENDANTS GENERAL  
12 ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF  
13 THEM; PLAINTIFF , JOHN GRAY COMPLAINS OF DEFENDANTS GENERAL  
14 ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF  
15 THEM; PLAINTIFF ELMER PAROLINI COMPLAINS OF DEFENDANTS GENERAL  
16 ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF  
17 THEM; PLAINTIFF WAYNE DFAULT COMPLAINS OF DEFENDANTS GENERAL  
18 ELECTRIC COMPANY, LOCKHEED MARTIN CORPORATION, DOES 1-300, THEIR  
19 "ALTERNATE ENTITIES," AND EACH OF THEM; PLAINTIFF JESSE BEVERLY, JR.  
20 COMPLAINS OF DEFENDANTS GENERAL ELECTRIC COMPANY, TODD SHIPYARDS  
21 CORPORATION, RAYTHEON AIRCRAFT COMPANY, MCDONNELL DOUGLAS  
22 CORPORATION, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM;  
23 AND ALL PLAINTIFFS FOR A CAUSE OF ACTION FOR NEGLIGENCE ALLEGE:

24 9. At all times herein mentioned, each of the named defendants and DOES 1 through  
25 300 was the successor, successor in business, successor in product line or a portion thereof,  
26 assign, predecessor, predecessor in business, predecessor in product line or a portion thereof,  
27 parent, holding company, affiliate, venturer, co-venturer, subsidiary, wholly or partially owned  
28 by, or the whole or partial owner of or member in an entity researching, studying, manufacturing,

fabricating, designing, modifying, labeling, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, testing, authorizing, approving, certifying, facilitating, promoting, representing, endorsing servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging, specifying, requiring, mandating, or otherwise directing and/or facilitating the use of, or advertising a certain product, namely asbestos, and/or other products containing asbestos. Said entities shall hereinafter collectively be called ALTERNATE ENTITIES. Each of the herein named defendants is liable for the tortious conduct of each successor, successor in business, successor in product line or a portion thereof, assign, predecessor in product line or a portion thereof, parent, holding company, affiliate, venturer, co-venturer, subsidiary, whole or partial owner, or wholly or partially owned entity, or entity that it was a member of, or funded, that researched, studied, manufactured, fabricated, designed, modified, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others and advertised a certain product, namely asbestos, and other products containing asbestos. The following defendants, and each of them, are liable for the acts of each and every ALTERNATE ENTITY, and each of them, in that there has been a virtual destruction of plaintiff's remedy against each such ALTERNATE ENTITY; defendants, and each of them, have acquired the assets, product line, or a portion thereof, of each such ALTERNATE ENTITY; defendants, and each of them, caused the destruction of plaintiff's remedy against each such ALTERNATE ENTITY; each such defendant has the ability to assume the risk-spreading role of each such ALTERNATE ENTITY; and that each such defendant enjoys the goodwill originally attached to each such ALTERNATE ENTITY:

DEFENDANT

GENERAL ELECTRIC COMPANY

ALTERNATE ENTITY

MATTERN X-RAY  
HOTPOINT ELECTRIC APPLIANCE COMPANY LIMITED  
TRUMBULL ELECTRIC MANUFACTURING COMPANY  
G E INDUSTRIAL SYSTEMS  
CURTIS TURBINES  
PARSONS TURBINES  
GENERAL ELECTRIC JET ENGINES

1	TODD SHIPYARDS CORPORATION	TODD PACIFIC SHIPYARDS CORPORATION SEATTLE-TACOMA SHIPBUILDING CORP.
2		
3	LOCKHEED MARTIN CORPORATION	LOCKHEED CORPORATION LOCKHEED MISSILES & SPACE CO., INC. LOCKHEED AIRCRAFT CORPORATION LOCKHEED PROPULSION COMPANY
4		
5	RAYTHEON AIRCRAFT COMPANY	HUGHES AIRCRAFT COMPANY RAYTHEON SYSTEMS - SOUTH CAROLINA HUGHES AIRCRAFT - SOUTH CAROLINA BEECH AIRCRAFT CORPORATION KENLES ENGINEERS AND CONSTRUCTORS, INC. WOLDER ENGINEERS AND CONSTRUCTORS, INC. WOLDER ENGINEERING CORPORATION ESICORP, INC. ENSERCH CORPORATION EBASCO SERVICES INCORPORATED E & L ASSOCIATES EHRHART & LESTER ASSOCIATES
6		
7		
8		
9		
10		
11		
12	MCDONNELL DOUGLAS CORPORATION	DOUGLAS AIRCRAFT COMPANY BOEING NORTH AMERICAN, INC. CONSOLIDATED AIRCRAFT
13		
14		

15           10.     At all times herein mentioned, defendants, their ALTERNATE ENTITIES, and  
16 each of them, were and are engaged in the business of researching, manufacturing, fabricating,  
17 designing, modifying, labeling, assembling, distributing, leasing, buying, offering for sale,  
18 supplying, selling, inspecting, endorsing, testing, authorizing, approving, certifying, facilitating,  
19 promoting, representing, servicing, installing, contracting for installation, repairing, marketing,  
20 warranting, rebranding, manufacturing for others, packaging, specifying, requiring, mandating,  
21 or otherwise directing and/or facilitating the use of, or advertising a certain product, namely  
22 asbestos and other products containing asbestos.

23           11.     At all times herein mentioned, defendants, their ALTERNATE ENTITIES and  
24 each of them, singularly and jointly, negligently, and carelessly researched, manufactured,  
25 fabricated, designed, modified, tested or failed to test, abated or failed to abate, warned or failed  
26 to warn of the health hazards, labeled, assembled, distributed, leased, bought, offered for sale,  
27 supplied, sold, inspected, serviced, authorized, approved, certified, facilitated, promoted,  
28 installed, represented, endorsed, contracted for installation of, repaired, marketed, warranted,

1 rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos,  
2 and other products containing asbestos, in that said products caused personal injuries to users,  
3 consumers, workers, bystanders and others, including the plaintiff herein, (hereinafter  
4 collectively called "exposed persons"), while being used in a manner that was reasonably  
5 foreseeable, thereby rendering said products hazardous, unsafe and dangerous for use by  
6 "exposed persons".

7 12. Defendants, their ALTERNATE ENTITIES, and each of them, had a duty to  
8 exercise due care in the pursuance of the activities mentioned above and defendants, and each of  
9 them, breached said duty of due care.

10 13. Defendants, their ALTERNATE ENTITIES and each of them, knew, or should  
11 have known, and intended that the aforementioned asbestos and products containing asbestos  
12 and related products and equipment, would be transported by truck, rail, ship, and other common  
13 carriers, that in the shipping process the products would break, crumble, or be otherwise  
14 damaged; and/or that such products would be used for insulation, construction, plastering,  
15 fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not  
16 limited to unpacking, preparing, using, sawing, drilling, chipping, hammering, scraping, sanding,  
17 breaking, removing, maintaining, inspecting, "rip-out", and other manipulation, resulting in the  
18 release of airborne asbestos fibers, and that through such foreseeable use and/or handling  
19 "exposed persons", including plaintiff herein, would use or be in proximity to and exposed to  
20 said asbestos fibers, which contaminated the packaging, products, environment, and clothing of  
21 persons working in proximity to said products, directly or through reentrainment.

22 14. Plaintiffs have used, handled, or been otherwise exposed to asbestos and  
23 asbestos-containing products referred to herein in a manner that was reasonably foreseeable.  
24 Plaintiffs' exposure to asbestos and asbestos-containing products is on current information as set  
25 forth at various locations and circumstances in **Exhibit A**, attached to plaintiff's complaint and  
26 incorporated by reference herein.

27 15. As a direct and proximate result of the acts, omissions, and conduct of the  
28 defendants, their ALTERNATE ENTITIES, and each of them, as aforesaid, plaintiffs' exposure

1 to asbestos and asbestos-containing products caused severe and permanent injury, damage, loss,  
2 or harm to the plaintiff as set forth in **Exhibit A**, attached to plaintiffs' complaint and  
3 incorporated by reference herein.

4 16. Plaintiffs are informed and believe, and thereon allege, that progressive lung  
5 disease, cancer, and other serious diseases are caused by inhalation or ingestion of asbestos  
6 fibers without perceptible trauma and that said injury, damage, loss, or harm results from  
7 exposure to asbestos and asbestos-containing products over a period of time.

8 17. Plaintiffs each suffer from a condition related to exposure to asbestos and  
9 asbestos-containing products. Plaintiffs are not aware at the time of exposure that asbestos or  
10 asbestos-containing products presented risk of injury and/or disease.

11 18. As a direct and proximate result of the aforesaid conduct of defendants, their  
12 ALTERNATE ENTITIES, and each of them, plaintiffs have suffered, and continue to suffer,  
13 permanent injuries and/or future increased risk of injuries to their persons, body and health,  
14 including, but not limited to, asbestosis, other lung damage, and cancer, and the mental and  
15 emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to their  
16 general damage.

17 19. As a direct and proximate result of the aforesaid conduct of the defendants, their  
18 "alternate entities," and each of them, plaintiffs have incurred, are presently incurring, and will  
19 incur in the future, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-  
20 rays and other medical treatment, the true and exact amount thereof being unknown to plaintiffs  
21 at this time, and plaintiffs pray leave to amend this complaint accordingly when the true and  
22 exact cost thereof is ascertained.

23 20. As a further direct and proximate result of the said conduct of the defendants,  
24 their "alternate entities," and each of them, plaintiffs have incurred pecuniary losses, the full  
25 nature and extent of which are not yet known to plaintiffs; and leave is requested to amend this  
26 complaint to conform to proof at the time of trial.

27 21. Defendants, their ALTERNATE ENTITIES, and each of them, and their officers,  
28 directors and managing agents participated in, authorized, expressly and impliedly ratified, and



1 had full knowledge of, or should have known of, each of the acts set forth herein.

2 22. Defendants, their "alternate entities," and each of them, are liable for the  
3 fraudulent, oppressive, and malicious acts of their ALTERNATE ENTITIES, and each of them,  
4 and each defendant's officers, directors and managing agents participated in, authorized,  
5 expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of  
6 each of their ALTERNATE ENTITIES as set forth herein.

7 23. The herein-described conduct of said defendants, their ALTERNATE ENTITIES,  
8 and each of them, was and is willful, malicious, fraudulent, outrageous and in conscious  
9 disregard and indifference to the safety and health of "exposed persons". Plaintiffs, for the sake  
10 of example and by way of punishing said defendants, seek punitive damages according to proof.

11 WHEREFORE, plaintiffs pray judgment against defendants, their "alternate entities,"  
12 and each of them, as hereinafter set forth.

13 SECOND CAUSE OF ACTION  
14 (Products Liability)

15 AS AND FOR A SECOND, SEPARATE, FURTHER AND DISTINCT CAUSE OF  
16 ACTION FOR PRODUCTS LIABILITY, PLAINTIFFS COMPLAIN AS FOLLOWS:  
17 PLAINTIFF JAMES GUTHRIE COMPLAINS OF DEFENDANTS GENERAL ELECTRIC  
18 COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM;  
19 PLAINTIFF TONY DAVIDSON COMPLAINS OF DEFENDANTS GENERAL ELECTRIC  
20 COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM;  
21 PLAINTIFF RONALD ZERANGUE COMPLAINS OF DEFENDANTS GENERAL  
22 ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF  
23 THEM; PLAINTIFF SAMUEL RESTER COMPLAINS OF DEFENDANTS GENERAL  
24 ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF  
25 THEM; PLAINTIFF , JOHN GRAY COMPLAINS OF DEFENDANTS GENERAL  
26 ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF  
27 THEM; PLAINTIFF ELMER PAROLINI COMPLAINS OF DEFENDANTS GENERAL  
28 ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF

1 THEM; PLAINTIFF WAYNE DUFAULT COMPLAINS OF DEFENDANTS GENERAL  
2 ELECTRIC COMPANY, LOCKHEED MARTIN CORPORATION, DOES 1-300, THEIR  
3 "ALTERNATE ENTITIES," AND EACH OF THEM; PLAINTIFF JESSE BEVERLY, JR.  
4 COMPLAINS OF DEFENDANTS GENERAL ELECTRIC COMPANY, TODD SHIPYARDS  
5 CORPORATION, RAYTHEON AIRCRAFT COMPANY, MCDONNELL DOUGLAS  
6 CORPORATION, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM:

7 24. Plaintiffs incorporate herein by reference, as though fully set forth herein, the  
8 allegations contained in each paragraph of the First Cause of Action herein.

9 25. Defendants, their ALTERNATE ENTITIES, and each of them, knew and  
10 intended that the above-referenced asbestos and asbestos-containing products would be used by  
11 the purchaser or user without inspection for defects therein or in any of their component parts  
12 and without knowledge of the hazards involved in such use.

13 26. Said asbestos and asbestos-containing products were defective and unsafe for  
14 their intended purpose in that the inhalation of asbestos fibers causes serious disease and/or  
15 death. The defect existed in the said products at the time they left the possession of defendants,  
16 their "alternate entities," and each of them. Said products did, in fact, cause personal injuries,  
17 including asbestosis, other lung damage, and cancer to "exposed persons", including plaintiffs  
18 herein, while being used in a reasonably foreseeable manner, thereby rendering the same  
19 defective, unsafe and dangerous for use.

20 27. "Exposed persons" did not know of the substantial danger of using said products.  
21 Said dangers were not readily recognizable by "exposed persons". Said defendants, their  
22 ALTERNATE ENTITIES, and each of them, further failed to adequately warn of the risks to  
23 which plaintiffs and others similarly situated were exposed.

24 28. In researching, manufacturing, fabricating, designing, modifying, testing or  
25 failing to test, warning or failing to warn, labeling, assembling, distributing, leasing, buying,  
26 offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation,  
27 repairing, marketing, warranting, rebranding, manufacturing for others, packaging and  
28 advertising asbestos and asbestos-containing products, defendants, their ALTERNATE

1 ENTITIES, and each of them, did so with conscious disregard for the safety of "exposed  
2 persons" who came in contact with said asbestos and asbestos-containing products, in that said  
3 defendants, their ALTERNATE ENTITIES, and each of them, had prior knowledge that there  
4 was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-  
5 containing products, including, but not limited to, asbestosis, other lung damages and cancer.  
6 Said knowledge was obtained, in part, from scientific studies performed by, at the request of, or  
7 with the assistance of, said defendants, their ALTERNATE ENTITIES, and each of them, and  
8 which knowledge was obtained by said defendants, their ALTERNATE ENTITIES, and each of  
9 them on or before 1930, and thereafter.

10 29. On or before 1930, and thereafter, said defendants, their ALTERNATE  
11 ENTITIES and each of them, were aware that members of the general public and other "exposed  
12 persons", who would come in contact with their asbestos and asbestos-containing products, had  
13 no knowledge or information indicating that asbestos or asbestos-containing products could  
14 cause injury, and said defendants, their ALTERNATE ENTITIES, and each of them, knew that  
15 members of the general public and other "exposed persons", who came in contact with asbestos  
16 and asbestos-containing products, would assume, and in fact did assume, that exposure to  
17 asbestos and asbestos-containing products was safe, when in fact said exposure was extremely  
18 hazardous to health and human life.

19 30. With said knowledge, said defendants, their ALTERNATE ENTITIES, and each  
20 of them, opted to research, manufacture, fabricate, design, modify, label, assemble, distribute,  
21 lease, buy, offer for sale, supply, sell, inspect, service, install, contract for installation, repair,  
22 market, warrant, rebrand, manufacture for others, package and advertise said asbestos and  
23 asbestos-containing products without attempting to protect "exposed persons" from or warn  
24 "exposed persons" of, the high risk of injury or death resulting from exposure to asbestos and  
25 asbestos-containing products. Rather than attempting to protect "exposed persons" from, or  
26 warn "exposed persons" of, the high risk of injury or death resulting from exposure to asbestos  
27 and asbestos-containing products, defendants, their ALTERNATE ENTITIES, and each of them,  
28 intentionally failed to reveal their knowledge of said risk, and consciously and actively

1 concealed and suppressed said knowledge from "exposed persons" and members of the general  
2 public, thus impliedly representing to "exposed persons" and members of the general public that  
3 asbestos and asbestos-containing products were safe for all reasonably foreseeable uses.  
4 Defendants, their ALTERNATE ENTITIES, and each of them, engaged in this conduct and  
5 made these implied representations with the knowledge of the falsity of said implied  
6 representations.

7 31. The above-referenced conduct of said defendants, their ALTERNATE  
8 ENTITIES, and each of them, was motivated by the financial interest of said defendants, their  
9 ALTERNATE ENTITIES, and each of them, in the continuing, uninterrupted research, design,  
10 modification, manufacture, fabrication, labeling, assembly, distribution, lease, purchase, offer for  
11 sale, supply, sale, inspection, installation, contracting for installation, repair, marketing,  
12 warranting, rebranding, manufacturing for others, packaging and advertising of asbestos and  
13 asbestos-containing products. In pursuance of said financial motivation, said defendants, their  
14 ALTERNATE ENTITIES, and each of them, consciously disregarded the safety of "exposed  
15 persons" and in fact were consciously willing and intended to permit asbestos and asbestos-  
16 containing products to cause injury to "exposed persons" and induced persons to work with and  
17 be exposed thereto, including plaintiffs.

18 32. Plaintiffs allege that the aforementioned defendants, their ALTERNATE  
19 ENTITIES, and each of them impliedly warranted their asbestos and asbestos-containing  
20 products to be safe for their intended use but that their asbestos and asbestos-containing  
21 products, created an unreasonable risk of bodily harm to exposed persons.

22 33. Plaintiffs further allege their injuries are a result of cumulative exposure to  
23 asbestos and various asbestos-containing products manufactured, fabricated, inadequately  
24 researched, designed, modified, inadequately tested, labeled, assembled, distributed, leased,  
25 bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation,  
26 repaired, marketed, warranted, rebranded, manufactured for others, packaged and advertised by  
27 the aforementioned defendants, their ALTERNATE ENTITIES, and each of them and that  
28 plaintiffs cannot identify precisely which asbestos or asbestos-containing products caused the

injuries complained of herein.

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34. Plaintiffs relied upon defendants', their "alternate entities", and each of their representations, lack of warnings, and implied warranties of fitness of asbestos and their asbestos-containing products. As a direct, foreseeable and proximate result thereof, plaintiffs have been injured permanently as alleged herein.

35. As a direct and proximate result of the actions and conduct outlined herein, plaintiffs have suffered the injuries and damages previously alleged.

WHEREFORE, plaintiffs pray judgment against defendants, their ALTERNATE ENTITIES, and each of them, as hereinafter set forth.

#### IV.

#### PRAYER

WHEREFORE, plaintiffs pray judgment against defendants, their ALTERNATE ENTITIES, and each of them in an amount to be proved at trial in each individual case, as follows:

- (a) For plaintiffs' general damages according to proof;
- (b) For plaintiffs' loss of income, wages and earning potential according to proof;
- (c) For plaintiffs' medical and related expenses according to proof;
- (d) For plaintiffs' cost of suit herein;
- (e) For exemplary or punitive damages according to proof;
- (f) For damages for fraud according to proof; and
- (g) For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest.

Dated: April 15, 2007

BRAYTON ♦ PURCELL LLP

/s/ David R. Donadio

By: \_\_\_\_\_  
David R. Donadio  
Attorneys for Plaintiffs

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3 JURY DEMAND

4 Plaintiffs hereby demand trial by jury of all issues of this cause.

5 Dated: April 15, 2007

BRAYTON ♦ PURCELL LLP

6 /s/ David R. Donadio

7 By: \_\_\_\_\_  
8 David R. Donadio  
9 Attorneys for Plaintiffs

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